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UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF NEW YORK

Case No. 12-12020-mg

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In the Matter of:

RESIDENTIAL CAPITAL, LLC, et al.,

Debtors.

- - - - -x

United States Bankruptcy Court

One Bowling Green

New York, New York

February 28, 2017

11:12 AM

B E F O R E:

HON. MARTIN GLENN

U.S. BANKRUPTCY JUDGE

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(CC: Doc# 10273) Case Management Conference in connection with
the Claim(s) of Alan Moss.

(CC: Doc. no. 10290, 10299, 10300, 10301, 10307) Motion for
Summary Judgment as to Objection Filed by the ResCap Borrower
Claims Trust to Amended Claim No. 4445 Filed by Alan Moss.

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A P P E A R A N C E S:

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ALAN I. MOSS

Pro Se (TELEPHONICALLY)

RESIDENTIAL CAPITAL, LLC, ET AL.

4

1 P R O C E E D I N G S

2 THE COURT: All right. Please be seated. Okay, we're
3 here in Residential Capital, 12-12020. May I have the
4 appearances, please?

5 MS. ARETT: Good morning, Your Honor. Jessica Arett
6 on behalf of the ResCap Borrower Claims Trust.

7 THE COURT: Thank you very much.

8 Mr. Moss?

9 MR. MOSS: Alan Moss, in pro per.

10 THE COURT: All right. We're here on the Trust's
11 motion for summary judgment with respect to its objection to
12 amended claim 4445 filed by Alan Moss.

13 Ms. Arett, go ahead.

14 MS. ARETT: Thank you, Your Honor.

15 So as you said, the only matter on today's agenda is
16 our motion for summary judgment. It was filed at docket number
17 10290. Mr. Moss filed a response on February 7th at 10299.
18 And the Borrower Trust filed its reply on February 13th at
19 docket number 10307.

20 And in support of our motion, the Borrower Trust
21 submitted two declarations by Sara Lathrop, senior claims
22 analyst for the Borrower Trust, as exhibit to the Borrower
23 Trust's statement of material facts, docket number 10290-1; and
24 as Exhibit 2 to the reply, again docket number 10307. Ms.
25 Lathrop is on the phone today and is available to answer any

1 questions that the Court may have for her.

2 The Borrower Trust asserts for the reasons set forth
3 in the motion and the reply that Mr. Moss has failed to
4 establish the existence of any material facts to substantiate
5 any liability of the debtors related to the actions of
6 Executive Trustee Services as substitute trustee.

7 Moreover, for the reasons set forth in our papers, the
8 Court can and should grant the motion as a matter of law,
9 because the law in California is clear that Mr. Moss is not
10 entitled to claims for negligence, fraud, or intentional
11 infliction of emotional distress.

12 I'm not going to repeat every argument in our
13 pleadings, but I would like to briefly highlight a few of the
14 major points.

15 THE COURT: May I ask you this question?

16 MS. ARETT: Yes.

17 THE COURT: Do you agree that for purposes of
18 considering this summary judgment motion, I should assume that
19 ETS acted with malice in connection with its conduct that gives
20 rise to the claim?

21 MS. ARETT: I think I know where you're getting at. I
22 mean, obviously we don't --

23 THE COURT: Well, obviously --

24 MS. ARETT: -- admit that there was malice. But
25 you're saying --

1 THE COURT: I know.

2 MS. ARETT: -- for purposes of this?

3 THE COURT: Yes, because --

4 MS. ARETT: Yes.

5 THE COURT: -- so the brief history is I had
6 expunged -- wrote an opinion expunging the claim. Mr. Moss
7 appealed. The district court reversed and remanded -- I won't
8 go through the entire opinion -- but essentially because it
9 concluded that the documents that were before the Court when I
10 expunged the claim could be construed as raising a question of
11 fact about malice.

12 And your motion now, your summary judgment motion, is
13 principally predicated on a causation argument.

14 MS. ARETT: Correct, yes.

15 THE COURT: And so for purposes of evaluating the
16 motion, based on the district court's remand, I should conclude
17 that there's a factual dispute about malice. Is that fair?

18 MS. ARETT: Yes, that's fair. I would say that our
19 motion -- whether or not the Court were to find that ETS acted
20 with malice, does not affect the arguments that are in our
21 motion.

22 THE COURT: All right.

23 MS. ARETT: So Mr. Moss' claim is premised on damages
24 that were allegedly caused by ETS's initiation of the
25 foreclosure proceedings, as Your Honor is well aware.

1 THE COURT: What do you understand Mr. Moss' damages
2 to be comprised of?

3 MS. ARETT: From my understanding of what Mr. Moss has
4 provided to us, his damages are emotional distress and
5 attorneys' fees and costs associated with -- that he says arise
6 as a result of the foreclosure proceeding.

7 THE COURT: Was Mr. Moss represented by an attorney
8 other than himself in the foreclosure proceedings?

9 MS. ARETT: That is a question that you'll have to ask
10 Mr. Moss, because he has not provided the Trust with any
11 evidence of any invoices or anything from attorneys.

12 THE COURT: Okay.

13 MS. ARETT: So I'm not sure.

14 THE COURT: Well, let me ask you this question
15 hypothetically. If Mr. Moss was represented by an attorney
16 other than himself, and incurred legal fees in defending
17 against the foreclosure, could such legal fees be compensable
18 as damages on the claims he's asserted?

19 MS. ARETT: Well, I think based on the case law in
20 California, that those fees would not have been caused by the
21 actions of ETS, and so therefore would not be compensable as
22 damages. But maybe I'm misunderstanding Your Honor's question.

23 THE COURT: No, I don't think so. I mean --

24 MS. ARETT: Okay.

25 THE COURT: -- ETS went forward with nonjudicial

1 foreclosure.

2 MS. ARETT: Correct.

3 THE COURT: There was litigation that ensued. Indeed,
4 there was a foreclosure, but it was reversed. All right.

5 And so if Mr. -- really my question is if -- I think
6 in your papers, for purposes of this motion, you acknowledge
7 that ETS did not have the authority to proceed with nonjudicial
8 foreclosure, because they hadn't gotten the proper assignment.
9 Right? You agree with that for these purposes?

10 MS. ARETT: Correct. The entity that was -- that
11 substituted ETS at the time that the substitution was made, did
12 not have authority to make that --

13 THE COURT: All right.

14 MS. ARETT: -- substitution.

15 THE COURT: So why -- if Mr. Moss was represented by
16 counsel who charged him for representing him, why would -- and
17 I mean, he was ultimately successful in the sense that the
18 foreclosure was reversed, why wouldn't Mr. Moss' attorneys'
19 fees have been caused by ETS's alleged wrongful conduct,
20 sufficient to enable him to assert his claim for that as
21 damages?

22 MS. ARETT: I think because Mr. Moss -- there's no
23 dispute, or at least we assert that there's no dispute, that at
24 the time of the foreclosure, Mr. Moss was in default. And
25 so --

1 THE COURT: Absolute -- well, he disputes it. He
2 denies it, but he hasn't put in any evidence to support it.

3 MS. ARETT: Correct.

4 THE COURT: He has a simple bald denial. You had put
5 in evidence on summary judgment that you argue the Court should
6 conclude -- establish as an undisputed fact that Moss was in
7 default.

8 MS. ARETT: Right. And so case law in California is
9 clear that when there's a default, if there's some sort of
10 irregularities -- I think the Bergman case is pretty on point
11 here -- that mere irregularities in the process when there's a
12 default -- so let's say that ETS had been properly substituted,
13 the foreclosure would have gone forward anyway. And --

14 THE COURT: Correct; but it wasn't properly
15 substituted. So --

16 MS. ARETT: Right. Right, but I'm saying like but
17 for -- had there been no wrongful conduct and ETS had been
18 properly substituted.

19 THE COURT: But it wasn't. I mean, your argument
20 would seem to lead to the conclusion that all bets are off. If
21 somebody's in default, the servicer or the trustee can do
22 anything, and nothing is actionable because the foreclosure is
23 caused by the borrower's default.

24 MS. ARETT: I think that that's what the Bergman case
25 actually says.

1 THE COURT: I'm not sure I would read it quite that
2 broadly.

3 MS. ARETT: Yeah. And I mean, in this case, you
4 could -- there is an action, in that you can rescind the
5 foreclosure, and Mr. Moss would be entitled to his house back.

6 THE COURT: Well, but if he -- if the foreclosure was
7 wrongful in that ETS went ahead with nonjudicial foreclosure at
8 a time that it was not properly authorized to do so, and Mr.
9 Moss incurred fees to achieve the result unwinding it, I don't
10 understand why that wouldn't be -- do you have a case that says
11 that wouldn't be a compens -- that wouldn't be compensable
12 damages?

13 MS. ARETT: Well, I think -- I think that the Bergman
14 case actually says that.

15 THE COURT: All right.

16 MS. ARETT: I mean, in that case, the court says that
17 there were allegations that Bank of America acted with malice,
18 but that all of the attorneys' fees that they incurred, the
19 loss of their house, that wasn't prejudice, because the
20 borrowers were in default at the time.

21 THE COURT: Okay. All right, go ahead. Go ahead.

22 MS. ARETT: Oh, okay. So I guess we covered the
23 causation argument. There were a few other points. So Mr.
24 Moss' negligence claim fails for the additional reasons that he
25 has not alleged that ETS owed him a duty to investigate the

1 chain of title. And additionally, case law in California is
2 also clear that emotional distress damages aren't available for
3 a negligence claim when the loss is purely a loss to property.
4 Which is the case law --

5 THE COURT: What's required for -- in order for -- and
6 I guess one could read Mr. Moss' claim as asserting both
7 negligent infliction of emotional distress and intentional
8 infliction of emotional distress. What's required in order to
9 recover for negligent infliction of emotional distress under
10 California law? Does there have to be some physical threat or
11 injury before you can recover for infliction of emotional
12 distress?

13 MS. ARETT: There are certain cases that say that.
14 Additionally, it's clear that when it's purely economic harm in
15 the form of loss to property, that isn't sufficient for
16 negligent infliction of emotional distress.

17 THE COURT: That's why -- and I understand your
18 position about that.

19 MS. ARETT: Yes.

20 THE COURT: And so what I'm trying to ask about is,
21 what beyond economic loss is required in California to recover
22 for either negligent or intentional infliction of emotional
23 distress?

24 MS. ARETT: Well, for intentional infliction of
25 emotional distress, you need to be able to show that there was

1 some form of outrageous conduct.

2 THE COURT: And you've got cases that say foreclosure
3 is not --

4 MS. ARETT: Correct.

5 THE COURT: -- does not satisfy the outrageous
6 conduct?

7 MS. ARETT: Correct; correct. And so for negligent
8 infliction -- I guess, I don't have a case that specifically
9 says what needs to be --

10 THE COURT: Okay.

11 MS. ARETT: -- had. It's just I have cases that say
12 what doesn't qualify. And in this case, what has been alleged
13 does not qualify.

14 THE COURT: All right. Go ahead.

15 MS. ARETT: I believe that Your Honor has now covered
16 all of our arguments, so I will merely close with the facts
17 establish that the claimant hasn't met his burden of showing
18 that the debtors are liable for negligence, fraud, or
19 intentional infliction of emotional distress, and his claim
20 against the debtors' estates should be disallowed and expunged
21 in its entirety.

22 THE COURT: May I ask you this? The Bergman case is a
23 federal district court case from the Northern District of
24 California.

25 MS. ARETT: Um-hum.

1 THE COURT: Correct? Are there any state court
2 cases -- because this is an issue of California law. And when
3 I have to determine California law, in the absence of a binding
4 California Supreme Court case, I believe I'm instructed to
5 predict what the California Supreme Court would decide if faced
6 with the issue.

7 In doing so, I can look at the intermediate California
8 appellate court cases, I can certainly consider the district
9 court -- California Northern District case, but it's certainly
10 not binding. And so on the issues that Bergman addresses, are
11 there any other cases that you believe support -- federal or
12 state -- that support the propositions that you rely on Bergman
13 for?

14 MS. ARETT: So there were two other cases that we
15 cited in our papers: Freeman v. King, which is a California
16 Court of Appeals case --

17 THE COURT: Um-hum.

18 MS. ARETT: -- and in that case the allegations were
19 that there wasn't sufficient notice of the foreclosure sale.
20 And the court found that that was insufficient, because again,
21 the borrower was in default at the time.

22 And then there was also Walton v. Mortgage Electronic
23 Registration Systems Inc., which was a Ninth Circuit case from
24 2013, which again, isn't a state court case, but -- and in that
25 case the facts were a little unclear, but the court did find

1 that allegations that the records were inaccurate was
2 insufficient because the claimant had fallen behind on her
3 payments and had not alleged that she could have avoided
4 default.

5 THE COURT: It's an unpublished opinion, but it's at
6 507 F. App'x 720, 721 (9th Cir. 2013). And the quote you have
7 is: "Plaintiff cannot prevail on her negligence claim because
8 even if appellees kept inaccurate records, she admits that she
9 fell behind on her payments and has not alleged that she could
10 have avoided the default." That's what you're relying on
11 from --

12 MS. ARETT: Yes, correct.

13 THE COURT: -- from Walton?

14 MS. ARETT: Yes.

15 THE COURT: Okay. All right, anything else you want
16 to argue now?

17 MS. ARETT: Not at this time.

18 THE COURT: Okay. All right.

19 Mr. Moss, go ahead. Mr. Moss, are you there?

20 MR. MOSS: Oh, I'm sorry. Yeah, I'm here. Thank you.

21 THE COURT: It's your turn.

22 MR. MOSS: Yeah. I respectfully dispute what Ms.
23 Arett has just argued on several bases. And I think this
24 analysis of my claim is not nearly so simple a claim as the
25 Bergman case answers X, Y, or Z.

1 The Bergman case says many things, amongst them
2 that -- and I'm quoting: "California courts have generally
3 been consistent with this approach allowing claims to go
4 forward so plaintiffs can properly allege that the wrong party
5 foreclosed as to the basis for the wrongful foreclosure claim."

6 The Bergman case also said and held as to the charges
7 against the trustee in that case, that -- and this is a
8 12(b)(6) case, Bergman, it's just a pleading case -- held that
9 in that case, the trustee -- the claim against the trustee
10 failed because it could not allege that the trustee could have
11 discovered that it did not have the authority to go ahead with
12 the foreclosure. That is absolutely not the case here, as the
13 Court has already alluded to today. The ResCap has already
14 admitted that it did not have the authority --

15 THE COURT: Well, it admits that based on the benefit
16 of hindsight and discovery that it now agrees that -- at least
17 for purposes of this motion -- that there was not a valid
18 assignment. I don't think they agreed to anything beyond that,
19 Mr. Moss. I think you carry it much further than the record
20 supports.

21 Go ahead, Mr. Moss.

22 MR. MOSS: Well, they agree that there's no -- they
23 had no -- ETS had no authority. They agree that they have no
24 record or proof that ResCap or its predecessor ever instructed
25 ETS to initiate foreclosure proceedings. And there's nothing

1 in the record that they produced that says anything to the
2 contrary. There's absolutely no record of why ETS did that.

3 Secondly, there's nothing in the record that they have
4 produced or said that ETS ever checked to see if they had the
5 authority. And that begs the question, did ETS, as a trustee
6 in California, in the nonjudicial foreclosure situation, have a
7 duty to do that?

8 THE COURT: Well, I'm sorry, Mr. Moss. I'm not
9 deciding the issue now, but you and the Trust dispute whether
10 it had a duty to investigate the chain of title or whether it
11 could properly rely on the assignment that it received. We're
12 not going to -- I'm not deciding that today. But you assume
13 to -- you jumped to a conclusion that's not supported at this
14 point.

15 May I ask you this, Mr. Moss? Were you represented by
16 counsel other than yourself in connection with the foreclosure
17 litigation in California?

18 MR. MOSS: I was.

19 THE COURT: And did you incur -- you were?

20 MR. MOSS: I was.

21 THE COURT: Okay. And did you incur legal fees in
22 connection with trying to --

23 MR. MOSS: Yes.

24 THE COURT: -- prevent or unwind the foreclosure that
25 occurred?

1 MR. MOSS: I did.

2 THE COURT: Okay. How much in legal fees did you
3 incur?

4 MR. MOSS: 18,000 dollars. Because the --

5 THE COURT: All right.

6 MR. MOSS: -- I took over my own representation. I
7 mean, the case went on for close to four years.

8 THE COURT: All right.

9 MR. MOSS: And --

10 THE COURT: And let me ask you this. Because you
11 settled with other defendants, and did you recover your legal
12 fees in connection with the settlements that you did obtain?

13 MR. MOSS: Um --

14 THE COURT: Because there's a single recovery rule.
15 You don't get to double-dip, so to speak. And whether they
16 make -- there's obviously a dispute here whether your fees
17 would be recoverable as damages here. But my question is, did
18 you recover your fees in connection with the settlement that
19 you did reach with the other defendants?

20 MR. MOSS: My problem in responding to Your Honor is
21 that the settlement agreement is confidential.

22 THE COURT: Well, it isn't going to be confidential if
23 you're going to go to trial in my court. I'm going to order
24 you to produce it. So answer my question. Did you recover
25 your attorneys' fees in connection with the settlement that you

1 achieved against the nondebtor defendants?

2 MR. MOSS: I did not.

3 THE COURT: All right. Okay, go ahead with your
4 argument, Mr. Moss.

5 MR. MOSS: See if I can remember where I was. So I
6 think ResCap takes the position that it's absolutely clear on
7 the one case that I was not owed a duty and that I did not
8 suffer any harm. There are myriad California cases that say
9 just the opposite -- California cases.

10 And in fact, there's even another case from the
11 Federal District Court in San Francisco that contradicts
12 Bergman directly. And I can give you that --

13 THE COURT: Which case is that, sir?

14 MR. MOSS: Tanboori.

15 THE COURT: Say it again? I'm having a little trouble
16 hearing you, sir.

17 MR. MOSS: I'm sorry. Tanboori, T-A-N-B-O-O-R-I.

18 THE COURT: Thank you.

19 MR. MOSS: Yes. And it directly contradicts, and
20 comes after Bergman. And Bergman itself has language that
21 makes it clear that there's a duty by the trustee. The general
22 accepted law in California is that the trustee, while not an
23 absolute fiduciary, owes an equal duty to both the trustor,
24 myself, and to the beneficiary; which is problematic here,
25 because --

1 THE COURT: What case do you rely on for that
2 proposition?

3 MR. MOSS: I can give you several. They're all on --
4 they start on page 12 of my brief. The first case is Kerivan,
5 K-E-R-I-V-A-N. Another case is --

6 THE COURT: All right, I'll look at page 12 of your
7 brief. That's fine.

8 MR. MOSS: Okay.

9 THE COURT: Do you have a cite for Tanboori?

10 MR. MOSS: I'm sorry, do I have a cite for?

11 THE COURT: For Tanboori?

12 MR. MOSS: I do, if I can put my hand on it here.

13 THE COURT: Okay.

14 MR. MOSS: If you'll give me just a second. I'll give
15 it to you in just one second.

16 THE COURT: That's fine.

17 MR. MOSS: Tanboori is 2011 WL 6294472.

18 THE COURT: Okay, thank you.

19 MR. MOSS: And I believe the relevant language is at
20 page 12 of the slip op.

21 So I think it's really uncontrovertible that there is,
22 in California, a duty that goes by the trustee to me and
23 itself, and becomes more interesting, because while working on
24 this instant motion, I discovered that ResCap themselves made
25 the exact same argument that I'm making here, is that ResCap

1 sued a trustee in a proceeding for negligence, claimed duty,
2 claimed harm.

3 THE COURT: In which case is that?

4 MR. MOSS: And it's on all fours.

5 THE COURT: Which case is that?

6 MR. MOSS: It's ResCap v. -- ResCap v. Cal-Western.

7 The cite is 108 Cal. App. 4th 807.

8 THE COURT: Okay.

9 MR. MOSS: And lastly, I want to bring the Court's
10 attention to the case of Yvanova v. New Century Mortgage, which
11 is a Supreme Court of California Case from 2016. That cite is
12 62 Cal. 4th 919. And which held that a person in my position
13 can proceed with -- in this case a claim but lawsuit against a
14 trustee who had wrongfully initiated and gone forward with a
15 nonjudicial foreclosure.

16 And among the quotes there is the following from the
17 Supreme Court: "The logic of defendants' no-prejudice argument
18 implies that anyone, even a stranger to the debt, could declare
19 a default and order a trustee's sale, and the borrower would be
20 left with no recourse because, after all, he or she owed the
21 debt to someone, though not to the foreclosing entity."

22 And what is striking about that, at least to me, is
23 that in their reply brief, ResCap actually makes the statement
24 that even if ETS had known and ResCap had known that they had
25 no authority, it wouldn't make any difference. They would have

1 gone ahead with the foreclosure anyway. And if that isn't
2 malice, I don't know what is. I mean, in light of the law that
3 I cited to Your Honor, for them to make that statement, I just
4 think is absolutely incredulous.

5 THE COURT: Okay. Any other arguments you want to
6 make, Mr. Moss?

7 MR. MOSS: No, I'm fine, Your Honor.

8 THE COURT: Okay.

9 MR. MOSS: I'll stand on my brief.

10 THE COURT: All right, thank you, Mr. Moss.

11 THE COURT: All right. I don't want to hear any more,
12 Ms. Arett.

13 I'm denying the motion for summary judgment without
14 prejudice. The following schedule is going to apply in the
15 case.

16 A joint pre-trial order shall be filed on or before
17 Wednesday, April 12th at 5 p.m. New York time. The final pre-
18 trial conference will be held at 2 p.m. April 19, 2017, again,
19 New York time. Trial of this matter will be held beginning on
20 Monday, May 8th, at 9 a.m. I'll determine the length of the
21 trial after I see the pre-trial order.

22 Mr. Moss, I'm certainly willing to have the joint pre-
23 trial conference with you on the phone, since you're in
24 California. For the trial you need to be here.

25 MR. MOSS: I understand.

1 THE COURT: And trial briefs -- you can find -- Ms.
2 Arett email Mr. Moss the template for my joint pre-trial order.
3 It's available on the court's website, Mr. Moss, under my
4 chambers rules; but Ms. Arett can email you the template.

5 I insist that the joint pre-trial order be completed
6 entirely. So all exhibits need to be marked. You're the
7 plaintiff, Mr. Moss, so you use -- every exhibit has to have a
8 unique number: 1, 2, 3, et cetera. The Trust labels its
9 exhibits with letters: A, B, C, et cetera. Every exhibit has
10 to have a unique identifier.

11 Trial briefs and all exhibits -- all proposed exhibits
12 need to be submitted to the Court -- not filed, but submitted
13 to the Court with the joint pre-trial order, which I've said is
14 due April 12th.

15 Mr. Moss, there are some cases in which I use -- where
16 the parties put their case-in-chief in with written direct
17 testimony under oath with the declarants available for cross-
18 examination. I've concluded, after reviewing all the pleadings
19 that I want live direct examination and live cross-examination.
20 Any witness who testifies has to be present in my court and
21 testifying under oath from the witness stand.

22 That's going to be the schedule that we're going to go
23 on, and I fully expect that the Trust's counsel will cooperate
24 with Mr. Moss in making sure that I have complete pre-trial
25 papers, so that we can go forward with it. Certainly the

1 briefs that I have -- I want separate trial briefs, but
2 certainly a lot of it may be cut and pasted from the summary
3 judgment briefs that have been submitted; although Mr. Moss has
4 cited some additional cases to the Court today, which is fine.

5 But we're going to go forward and resolve this case
6 after trial, unless it's settled. All right?

7 Do you have any questions, Mr. Moss?

8 MR. MOSS: I don't, Your Honor.

9 THE COURT: Okay, Ms. Arett, do you have any
10 questions?

11 MS. ARETT: No, Your Honor.

12 THE COURT: Okay. If there are -- I'm just raising
13 this, not inviting it. If there are disputes or issues that
14 either side believes the Court needs to resolve as we move
15 towards trial -- I'm going to stick to this trial schedule.
16 I've got a very busy calendar coming up, and so fitting this in
17 was not easy. But if there are issues, you should confer, and
18 if you can't resolve the issues, you can arrange a telephone
19 hearing with the Court. Both sides can appear by telephone.
20 Okay?

21 Thank you very much, Ms. Arett. Thank you, Mr. Moss.

22 All right, we're adjourned.

23 MR. MOSS: Thank you.

24 (Whereupon these proceedings were concluded at 11:42 AM)

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I N D E X

RULINGS:	PAGE	LINE
Motion for summary judgment is denied	21	13
without prejudice		

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C E R T I F I C A T I O N

I, Penina Wolicki, certify that the foregoing transcript is a true and accurate record of the proceedings.

Penina Wolicki

Penina Wolicki (CET-569)
AAERT Certified Electronic Transcriber
eScribers
352 Seventh Ave., Suite #607
New York, NY 10001

Date: March 1, 2017

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